

GENERAL RELEASE AND WAIVER

This Voluntary Separation Program, General Release and Waiver ("Agreement") is entered into by and between _____ ("Employee") and Brookhaven Science Associates, LLC, ("Employer") Operator of Brookhaven National Laboratory, as part of Employee's voluntary election to terminate employment with the Employer.

IN EXCHANGE FOR THE PROMISES SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:

1. Employee voluntarily terminates his or her employment with Employer effective _____. Absent the express written authorization of the U.S. Department of Energy, Employee agrees not to seek employment with, or become employed by the Employer or any other contractor or subcontractor to the Department of Energy on work performed under a contract with the Department of Energy for a period of one (1) year from the date of Employee's separation. This includes, but is not limited to, temporary employment service contracts, general task order assignments, indefinite quantity contracts, basic ordering agreements, and consultant contracts. However, this does not preclude Employee from employment with a company which is providing supplies, equipment, materials, commodities, or services for a Department of Energy facility under a fixed price contract or purchase order and whose primary business activities are not in support of such Department of Energy facility.
2. Employee agrees that the Employer has no obligation to reemploy Employee in the future, and Employee waives any recall, rehire, or rehire preference rights such as those that may arise under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993. Employee agrees to perform all steps required by Employer's policies and procedures at the separation of his or her employment.
3. Except as set forth in Paragraph 4 below, Employee, on behalf of himself or herself and any person or entity entitled to sue on Employee's behalf, waives and releases Employer, its parents, subsidiaries, and affiliates, the Department of Energy, and their employees, officers, directors, shareholders, agents, and successors, from any causes of action or claims, whether known or unknown, that arise out of Employee's resignation and separation from employment with Employer and any causes of action or claims that arise out of Employee's employment with Employer, up to and including the date of Employee's resignation, under any federal, state or local law, including, but not limited to, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act of 1990, Title VII of the 1964 Civil Rights Act, the Equal Pay Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act, and the Americans with Disabilities Act, or applicable state or local law. Employee will not assert any claim or cause of action released under this agreement in any judicial proceeding. Employee waives the right to obtain any legal or equitable relief in, or as the result of, any

administrative proceeding, or as the result of any judicial proceeding brought on the employee's behalf.

4. However, Employee does not waive:

- (1) any causes of action or claims that arise out of Employee's employment with Employer, up to and including the date of Employee's separation, that have been asserted in writing and filed with the appropriate agency or court prior to the date on which this call for voluntary separations was announced, _____,
- (b) any rights or claims that may arise after the date this Agreement is executed,
- (2) any claims relating to pension or retiree health benefits that currently may be accrued under the Employer's standard retirement program,
- (3) any claims under applicable state worker's compensation laws,
- (e) any claims for occupational injuries or illnesses arising from Employee's employment with Employer that are not known or reasonably knowable by the Employee at the time of the execution of this Agreement, or
- (6) any other rights or claims Employer may not, by law, ask Employee to waive, including, but not limited to, the right to seek judicial determination of the validity of this Agreement under the Older Workers Benefit Protection Act.

- 5. Notwithstanding anything to the contrary above, the Employee agrees to continue to abide by all obligations and restrictions pertaining to the use and protection of intellectual property as set out in the Employment Agreement signed by the Employee at the beginning of his or her employment at Brookhaven National Laboratory or in any other agreements, obligations of confidentiality, or policies pertaining to intellectual property.
- 6. In exchange for Employee's voluntary separation and execution of this Agreement, Employer will give Employee the consideration and benefits outlined in the description attached to this Agreement, entitled "BSA Reduction in Force Benefits Package."
- 7. If Employee becomes employed as prohibited in Paragraph 1 or otherwise violates any provision of this Agreement, then, in addition to any other remedies Employer has under this Agreement, Employer may require Employee to repay a portion or all of the payments or other benefits under this Agreement, and Employee agrees to such payment.
- 8. **Employee has been advised to consider this Agreement and to consult with an attorney of his or her choice, and Employee has had the opportunity to do so. Employee has had the right to consider this Agreement for a period of at least**

forty-five (45) days prior to entering into this Agreement and has done so, or has expressly requested that his or her application be granted prior to the expiration of the 45 days. Employee has the right to revoke this Agreement for a period of seven (7) days following execution of this Agreement by giving written notice to the Laboratory's Director of Human Resources. If Employee revokes the Agreement, it shall not be effective and enforceable, and Employee will not receive any of the benefits described in Paragraph 6. Employee has read and understands the terms and contents of this Agreement, and Employee freely, voluntarily, and without coercion enters into this Agreement and agrees to be bound by its terms.

9. This Agreement constitutes the entire understanding and agreement of Employee and Employer and can only be modified in writing agreed to by both parties.
10. Employee has received all of the information required to be disclosed in these circumstances under the Age Discrimination in Employment Act regarding who is covered by the Program, the eligibility factors, the time limits of the Program, the ages and job titles of everyone eligible for the Program, and the ages of ineligible employees in the same job classification or organizational unit.

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A RELEASE OF KNOWN AND UNKNOWN CLAIMS AS DESCRIBED IN PARAGRAPH 3, ABOVE, SUBJECT TO THE LIMITATIONS EXPRESSLY SET FORTH IN PARAGRAPH 4.

Agreed to:

Employee/Date

William F. Hempfling/Date
Director of Human Resources